Sudbury Access Corporation (SudburyTV) Policies and Procedures

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Statement of Mission and Purpose

Sudbury Access Corporation (SudburyTV) is an independent non-profit organization, governed by a volunteer Board of Directors. SudburyTV's mission is to produce public, educational, and government ("PEG") access programming by providing local coverage of events to the Town of Sudbury, and to encourage and facilitate the fullest participation of Sudbury residents and institutions in the production of quality programming by and for the Sudbury community.

SudburyTV is committed to fostering a welcoming and empowering environment where Sudbury citizens may obtain hands-on training in video production techniques, and enjoy free access to professional television equipment for the purpose of creating community programming that provides a unique, valuable, and locally-relevant option in non-commercial programming. SudburyTV is especially committed to providing non-discriminatory access to the television medium for all Sudbury citizens and institutions.

Section 1: General Policies

1.1 ELIGIBILITY FOR PARTICIPATION

All residents, corporations, businesses, organizations, institutions, and other entities in the Town of Sudbury are eligible to use SudburyTV equipment and facilities. Eligible persons have the opportunity to enroll in all SudburyTV training courses to become certified as community producers and submit programs for local broadcast.

A. Requirements

- 1. Provide proof of:
 - a. Sudbury residency, or
 - b. affiliation with an organization or institution based within or serving Sudbury; and
- 2. Complete a Membership Form, and
- 3. Sign the Agreement with these Policies and Procedures. If a minor, under 18 years of age, a parent or legal guardian must also sign the agreement.

B. Privileges

- 1. Become certified to operate various equipment and facilities at SudburyTV.
- 2. Once certified, community producers may check out production equipment, reserve studio time, and reserve editing facilities.
- 3. Take an active role in access television
- 4. Submit non-commercial programming for cablecast.

C. Representation

Community producers do not represent SudburyTV and should refrain from implying such representation. False representations of SudburyTV may result in suspension of privileges.

1.2 TRAINING AND CERTIFICATION

A. Training

Any individual, family, or member of a Sudbury organization that meets the conditions set forth in Section 1 is eligible for training. Course descriptions are posted on SudburyTV's website. Training is offered for individuals or groups by appointment. Classes are given under the direction of the SudburyTV staff.

B. Certification

Upon successful completion of all class training, certification in that area will be awarded. The certification in a specific area then allows the community producer to use those facilities related to that area of expertise.

C. Schedule

SudburyTV provides training on an on-going basis. Class schedules are posted on SudburyTV's website. Training is also offered for individuals or groups by appointment.

D. Demonstrating Proficiency

Experienced videographers or producers may be certified and bypass classes by:

- 1. Demonstrating proficiency with each piece of equipment requested; and
- 2. Participating in at least one SudburyTV community production.

1.3 RESPONSIBILITIES AND INSURANCE

A. Agreement

Agreement with these Rules and Procedures is a prerequisite to using equipment.

B. Producer Responsibility

Community producers are responsible for the SudburyTV facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and any others involved with their production.

C. Insurance Coverage

SudburyTV carries an insurance policy for the equipment while in community producers' use. Premiums are paid by SudburyTV and the policy is in SudburyTV's name. In the event equipment is damaged, destroyed, lost or stolen while under the community producer's care; the community producer must cooperate fully with the SudburyTV Insurance Carrier. The community producer is responsible for the deductible. Further, in case of theft, in order for the insurance company to honor the claim, the community producer is responsible for the following:

- 1. A police report must be filed immediately;
- 2. Equipment shall not have been left unattended;
- 3. Equipment shall not have been left in a car overnight; and,
- 4. There must be proof of forcible entry.

D. Financial Liability

In the event SudburyTV's claim is not honored by its carrier, it is the responsibility of the community producer to reimburse SudburyTV for the full replacement value.

1.4 EQUIPMENT RESOURCES

All SudburyTV equipment and facilities are to be used solely for non-profit purposes and for cablecast on the access channel. Community producers may produce live or taped programming for cablecast on the SudburyTV access channels and for nonprofit distribution on our website.

Based on their training certification(s), SudburyTV community producers may use portable production, studio production, and post-production equipment on a first-come, first-served basis. Equipment may not be used in hazardous situations. Community producers wishing to reserve equipment do so with SudburyTV staff in advance of each requested usage as outlined below.

A. Portable Production Resources

- 1. The amount of equipment available for a given request will be determined by the SudburyTV staff based upon availability, the experience of the community producers, their needs, and the needs of others.
- 2. Equipment must be reserved no less than 48 hours in advance. In the instance where a request is made on short notice, and there is equipment available, SudburyTV may at its discretion make such resources available.

B. Equipment Checkout

- 1. Equipment checkout privileges are available only to community producers who have obtained the appropriate training certifications.
- 2. Equipment must be checked out at the SudburyTV office in person by the community producer (with an adult co-signer if the producer is a minor unless there is a Parental Permission and Equipment/Facility Use form on file) who reserved it and is responsible for it unless alternative arrangements have been approved in advance by SudburyTV staff.
- 3. Community producers should verify that they have everything they need before leaving the building. The community producer will sign a hard copy of the Equipment Request form when the equipment is checked out. Approximately 30 minutes should be allowed for checking equipment out.
- 4. Pickup of equipment is to be scheduled with SudburyTV staff. Reservations will be held for 30 minutes past scheduled pickup times, afterwards there is no guarantee the equipment will still be available. Should a community producer not appear to pick up equipment as scheduled, SudburyTV has the right to distribute equipment to other qualified community producers.

C. Equipment Return

- 1. Equipment must be returned in the condition it was signed out in and must be returned at the time arranged with staff. The community producer, who checked out the equipment, must be the person to return it unless alternative arrangements have been approved in advance by SudburyTV staff.
- 2. Community producers are responsible for notifying the staff if there are any problems with the equipment by submitting a completed Equipment Trouble Report. Community producers shall not attempt repair of damage to equipment.
- 3. Community producers may not borrow additional equipment until all items have been returned in good working order (normal wear and tear excepted).

D. Facilities

- 1. All studio productions require a SudburyTV staff person to be on the premises. SudburyTV staff should not be considered part of the crew.
- 2. Crew position assignments are the responsibility of the community producer, and the community producer is responsible for all facilities and crew reserved by them. SudburyTV staff may assist producers in assembling crews from among trained and qualified community producers.
- 3. Studio time must be reserved a minimum of 1 week in advance, by reserving with a SudburyTV staff person. In the instance where the studio is available, SudburyTV may make such resources available at its sole discretion.
- 4. Community producers should allow time to set up and strike sets and clean up within their reserved block of time.
- 5. SudburyTV will provide some sets and props for productions; however, Community Producers are responsible for their own sets. Any attachments to the walls of the studio or painting of the studio are strictly forbidden.
- 6. No one may reconfigure any studio wiring. Violation of this rule will result in the immediate and permanent loss of all access privileges.
- 7. Producers are required to leave the studio as they find it.

E. Post Production

- 1. Editing reservation privileges are available only to community producers who have obtained the appropriate training certifications.
- 2. Editing systems may be reserved with any SudburyTV staff person. Edit times must be reserved no less than 48 hours in advance. In the instance where a request is made on short notice, and there is equipment available, SudburyTV may at its discretion make such resources available.
- 3. No community producer under any circumstances may reconfigure any system. This includes, but is not limited to, the wiring, operating system, software, hardware, or any other system. Violation of this rule will result in the immediate and permanent loss of all access privileges. Community Producers must consult with the staff before bringing in accessories.

F. Digital Media Storage

1. SudburyTV has limited digital hard drive storage capabilities. Community producers may use storage at their own risk.

- 2. SudburyTV is not liable for lost or stolen work left on computer lab workstations or digital media storage devices. In the event of technical difficulties, SudburyTV staff will make reasonable effort to save project files, but is not liable for any unrecoverable digital assets.
- 3. Digital storage devices are the property of SudburyTV and are not permitted to leave the facility.

G. Use of Editing Computers

- 1. Community producers may use designated computer editing equipment upon completion of SudburyTV workshops or if they demonstrate proficiency.
- 2. Do not alter system settings, software or hardware configurations, or any other part of individual workstations or the. Doing so is strictly prohibited and is a major violation.
- 3. Installation of any software on any SudburyTV computer without consent of staff is forbidden and is a minor violation.
- 4. Technical problems should be brought to the attention of the staff and recorded on a Trouble Report Form.
- 5. Computer users are responsible for the safety, content and use of their material.
- 6. Computer resources are not to be used for illegal or criminal activity.
- 7. Be mindful of copyright infringements and the use of others' work. You are fully liable for any unauthorized use of any material including, but not limited to, audio clips, graphic images, software applications, text, video clips, etc.
- 8. Be aware that duplication of software programs for use on other computers is considered software piracy and punishable by law.

H. Use of the Internet

- 1. It is understood that SudburyTV has full, uncensored access to the Internet and that access to such resources requires critical and discretionary use by everyone.
- 2. SudburyTV does not filter or restrict access to any Internet resources, or monitor the activity of any minors using our facilities.
- 3. Parents of minors should be aware of their child's activity and regulate as they see fit.

1.5 CANCELLATION POLICY

Community producers **must** give at least 24 hour notice when canceling any reserved use of SudburyTV equipment or facilities. If a Community producer is more than 30 minutes late without notification, the reservation may be cancelled. Repeated instances of failure to make a timely notice of cancellation may result in a suspension of privileges.

1.6 FACILITY UPKEEP

A. Community producers are expected to clean up after themselves each time they use SudburyTV equipment and facilities.

- B. No animals are allowed in the building except for service dogs or as part of a production with prior SudburyTV staff approval.
- C. Eating and drinking are not allowed near editing or production equipment. Smoking is not allowed throughout the premises.
- D. SudburyTV provides limited props and materials for stage sets. SudburyTV office equipment, supplies, and property may not be used for sets.
- E. SudburyTV has limited storage space for props and sets. Community producers may make arrangements to store sets and/or additional props for no more than 48 hours.
- F. SudburyTV is not responsible for damaged or stolen props or sets.

1.7 RIGHT TO REFUSE

SudburyTV reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

1.8 INDEMNIFICATION

Users of the access channels shall indemnify Sudbury Access Corporation, their employees, and the Sudbury Access Corporation Board of Directors against any and all liabilities arising out of use of facilities and resources, or out of breach of the Agreement with these Policies.

Section 2: Programming

All programming produced for cablecast on SudburyTV's channels shall be of a non-commercial nature.

Any SudburyTV community producer may request channel time for the presentation of programming they produce at SudburyTV, or programming produced elsewhere. SudburyTV retains the right to pre-empt programming at any time in order to provide timely local programming, such as live or taped special community events, municipal meetings, important local presentations/forums, election-related programming, etc.

Anyone using the channel is alone liable for any false, misleading or slanderous statements in his or her program. The producer alone is responsible for the program content and compliance with all applicable laws.

SudburyTV programming staff shall make determinations of program schedule placement. Community producers must agree to comply with all applicable sections of these Rules and Procedures and abide by the following conditions:

2.1 CONTENT

Community producers are fully responsible for the content of their program material.

A. Prohibitions:

- 1. Any commercial programming or advertising.
- 2. Any obscene material or pornography.
- 3. Any material that constitutes libel or slander, excessive violence, incitement, invasion of privacy, publicity rights, false and misleading advertising, or which might violate any other local, state, or federal law.
- 4. Any unauthorized use of trademark or copyright that violates local, state, or federal law.
- 4. Any lottery or lottery material.
- 5. Any material in violation of FCC regulations.

B. Adult Content:

Program producers are expected to inform SudburyTV if there is adult content in the programming submitted for cablecast. If there is such content:

- 1. Such programming shall not violate applicable federal, state, and/or local laws.
- 2. Examples of adult content include, but are not limited to, graphic violence, horror, strong language, nudity, drug use, and/or sexually suggestive themes.
- 3. SudburyTV shall have the right to cablecast such programming during the "Safe Harbor" hours designated by the FCC, between 10pm 6am.
- 4. Producers will be required to place an adult content advisory notice before the start of such program.
- 5. Producers shall indemnify SudburyTV for any liability that might be incurred because of such programming.

2.2 OWNERSHIP

- A. SudburyTV community producers own their program and hold the copyright.
- B. SudburyTV has the right to maintain a copy of any program in its library to cablecast an unlimited number of times.
- C. SudburyTV has the right to use any program for promotional purposes related to SudburyTV.
- D. Only the community producer, as holder of the copyright, may authorize any other use of a taped program.

E. All community producers are expected to identify themselves as the producer with a credit roll at the end of their program.

2.3 UNDERWRITING, GRANTS, AND CREDITS

A. Underwriting/Grants

- 1. Community producers may accept from businesses, organizations, or grantors, contributions of money or materials to be used in the production of programming.
- 2. Any Community Producer soliciting underwriters or grantors for financial support must make clear that no commercial content is allowed on public access programs.
- 3. Commercial advertising and any promotion of commercial products or services are strictly prohibited from SudburyTV channels.
- 4. All financial sponsorships and underwriting must be disclosed in advance to the Executive Director.

B. Program Credits

- Commercial advertising is strictly prohibited. However, acknowledgement of
 underwriting by businesses, organizations or grantors providing funding or other
 assistance to the making of the program shall be included in the program credits.
 The format for such acknowledgement shall be on the following basis:
 "The (following/preceding) program was made possible in part by the generous
 support of (Name of Benefactor)."
- 2. Community producers using SudburyTV facilities or equipment must acknowledge SudburyTV in their program credits. However, at no time is SudburyTV to be listed as the producer of said program. The format for such acknowledgement shall be on the following basis:

"The preceding program was produced with the facilities of SudburyTV."

2.4 REQUIREMENTS

A. Technical Standards

Programs to be cablecast must meet certain minimum technical standards in the opinion of the SudburyTV staff. Programs having poor audio and/or video signal quality may be withheld from cablecast at the staff's discretion.

B. Video Format

Pre-recorded programs may be submitted for cablecast in the following formats:

DVD

MPEG digital file

C. Labeling and Leader Requirements

- 1. Programs must be properly labeled with the title, date, and run time.
- 2. The program should include a minimum of 10 seconds of black at the beginning and end.

2.5 TYPES OF PROGRAMMING

There are three main categories of programming defined here. Within the categories below, a wide variety of genres of programming are allowed on SudburyTV, including but not limited to, entertainment, talk, sports, political, and religious.

A. Locally Produced Programming

- 1. Programming that is non-commercial in nature and is produced
 - a) by SudburyTV staff
 - b) by community producers inside Sudbury with SudburyTV resources, or
 - by any Sudbury resident or Sudbury nonprofit, civic, religious, educational, or governmental organization, even if produced without the use of SudburyTV equipment or facilities,

is considered local programming and is allowed to be cablecast on SudburyTV public access channels.

B. Bicycled Programming (Programming produced outside Sudbury):

- 1. Programming that is produced outside of Sudbury may be allowed to be cablecast on SudburyTV public access channels.
- 2. Requests must be submitted on the Bicycled Program Sponsorship Form.
- 3. The Producer of Record of the bicycled program is responsible for said program and agrees to indemnify SudburyTV of any liability related to the program.

C. Political Programming:

- 1. Under the Internal Revenue Code, all section 501(c)(3) organizations, of which Sudbury TV is one, are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office or any ballot issue. SudburyTV may, at its sole discretion, choose to produce politically-related programming which it determines does not violate this guideline. Programming which is determined to be in violation of the guideline may be produced by a Sudbury resident as described in the next section.
- 2. SudburyTV provides to all Sudbury residents, including those residents running for local, state or national public office or those supporting a ballot issue, equal opportunities for access to training, equipment resources and cable channel programming time, on a first-come, first-served, non-discriminatory basis.

- a. Candidates or Community Groups, and their own crew, after being trained by SudburyTV, may use our facilities, to produce political programming. Candidates may also use their own personal equipment and submit a finished program to SudburyTV.
- b. Programming formats can include short spots less than 5 minutes in length, interview or other program formats up to 30 minutes in length, or longer debate format programs. After such a program is completed and is submitted to SudburyTV:
 - 1. It will be shown on the Public/Government Access channels, four (4) times per week for programs up to 5 minutes, or two (2) times per week for programs up to 30 minutes in length or longer, starting either
 - a. The week following its submission, or
 - b. The fourth (4th) week preceding the election, whichever is later.
 - 2. It will be posted to our website and displayed there for on-demand viewing
 - a. The fourth (4th) week preceding the election, or
 - b. No later than five (5) days after it was submitted, whichever is later.
- c. SudburyTV maintains the right to limit length and frequency of programming. In no case shall any advocacy program on behalf of a candidate or ballot issue exceed thirty (30) minutes in length.
- d. SudburyTV retains the right to pre-empt programming at any time in order to provide timely local programming, such as live or recorded special municipal events, important local debates/forums, etc.
- e. Candidates for any elected office are prohibited from appearing as host, cohost, or consistent guest on any SudburyTV programming beginning with a candidate's filing of papers or official announcement, whichever comes first.
- f. Use of the Community Bulletin Board (CBB) to advertise a candidate or ballot issue is prohibited.
- g. All political programming will be removed from both the channel and the website following the relevant election.

2.6 PROGRAM SCHEDULING

The program scheduling policy outlined here in section 2.6 applies to all types of programming with the exception of political programming. The scheduling policy of political programming is outlined above in section 2.5 C.

Program time slots for cablecast on the government/public access channel(s) are available on a first-come, first-served, nondiscriminatory basis subject to the resources of SudburyTV. The

Executive Director has the right to determine appropriate scheduling. Scheduled programs may be preempted by live cablecasts.

A. Prime Time:

Prime Time hours shall be defined as any time between the hours of 5pm - 11pm.

B. Safe Harbor:

Safe Harbor hours shall be defined as any time between the hours of 10pm – 6am.

C. Priority

- 1. Locally produced programming will take precedence over bicycled programming as SudburyTV's top priority in scheduling.
- **2.** Scheduled programs may be preempted by live or prerecorded cablecasts of timely events including, but not limited to special municipal events, important local debates/forums, etc.

D. Frequency of Air Times

- 1. All programs shall be scheduled for up to two (2) time slots per week.
- 2. Reasonable effort will be made to assign one of the two slots during prime time hours, with the exception of programming which includes adult content. See section 2.1 B for policies surrounding adult content.
- 3. Programs shall air for up to four (4) weeks based on the discretion of the Executive Director.

E. Single / Feature Programs

- 1. Requests for channel time for single or feature programs must be submitted at least one (1) week in advance of the time requested.
- 2. Channel time will not be allocated until SudburyTV staff receives the completed program.

F. Series Programs

- 1. Series programs shall be defined as programs taped on a regular basis, weekly, biweekly, monthly, etc.
- 2. Series programs will receive a dedicated time slot and will air based on the frequency the program is produced; weekly, biweekly, monthly, etc.
- 3. Channel time will not be allocated until SudburyTV receives the first two (2) completed episodes.
- 4. Producers must make consistent use of their time slot with new material or, at the discretion of the Executive Director, risk losing the time slot.

2.7 ON-DEMAND PROGRAMMING

A. All locally produced programming, as defined in section 2.5 A, will be posted to the SudburyTV website for On-Demand viewing via the internet.

- B. Bicycled programming, as defined in section 2.5 B above, will not be posted to SudburyTV's website for On-Demand viewing via the internet.
- C. Political programming will be posted to the SudburyTV website for On-Demand viewing via the internet as set forth in section 2.5 C above.
- D. Storage space for On-Demand programming is limited; therefore programming cannot be stored permanently and will be removed at the sole discretion of SudburyTV.

2.8 COPIES OF PROGRAMS

Producers are allowed one complimentary copy of programs they produced. Additional copies may be made for the regular rate (currently \$10 per copy).

2.9 COMMUNITY BULLETIN BOARD (CBB)

- A. Any Sudbury resident or organization may submit non-commercial and non-partisan announcements of activities, and events of interest and/or benefit to residents of Sudbury to be posted to the community bulletin board. SudburyTV will cablecast CBB announcements 24 hours a day between programs.
- B. SudburyTV recommends that CBB announcements be submitted at least two (2) weeks in advance of the date of the event.
- C. Announcements should be submitted on the SudburyTV Bulletin Board Form via the website or via email, and include name, address, telephone number, and contact person. All organizations must be able to prove nonprofit status.

Section 3: Violations

There are two types of rules which, if violated, can result in restrictions placed on the community producer. The Executive Director or duly designated SudburyTV staff members are authorized to issue warnings and suspensions.

3.1 MAJOR VIOLATIONS

- A. Major violations will result in an immediate 90 day suspension of privileges. These may include but are not limited to:
 - 1. Commercial or for-profit use of SudburyTV facilities, equipment, or channel time
 - 2. Physical or verbal abuse of staff or other producers.
 - 3. Community producers misrepresenting themselves as SudburyTV staff, employees, or a member of the Board of Directors.

- 4. Falsifying SudburyTV forms.
- 5. Taking or reserving equipment without staff permission.
- 6. Abuse or mishandling of equipment, including attempted repair, or facility reconfiguration.
- 7. Tampering with, copying or deleting SudburyTV software or data.
- 8. Stealing SudburyTV property and/or equipment.
- B. Any subsequent major violation will result in the permanent loss of SudburyTV privileges.
- C. Immediate and permanent loss of SudburyTV privileges may be determined by the Executive Director. The Executive Director will then report this action to the SudburyTV Board of Directors.

3.2 MINOR VIOLATIONS

- A. Minor violations may include, but are not limited to:
 - 1. Failure to cancel a reservation in accordance with Section 1.5;
 - 2. Late pick-up or return of equipment without notification and approval;
 - 3. Eating, drinking or smoking in non-designated areas of SudburyTV facilities; or
 - 4. Failure to clean up after using the facilities.
- B. Minor violations that take place within a one year period will result in the following series of actions:
 - 1. First violation: verbal warning
 - 2. Second violation: written warning
 - 3. Third violation: 60-day suspension
 - 4. Fourth violation: permanent loss of SudburyTV privileges

3.3 APPEALS

Community producers are encouraged to resolve difficulties at the SudburyTV staff level. Any community producer wishing to review a decision of the SudburyTV staff may file a written request for a hearing before the Board of Directors of Sudbury Access Corporation.

Sudbury Access Corporation (SudburyTV) Access Agreement

This agreement is required to be completed and signed by all producers.

I have read, am familiar with, and agree to abide by the Policies and Procedures of Sudbury Access Corporation (SudburyTV).

- 1. I understand that the following material is forbidden for presentation on the Public, Educational, and Governmental Access Channels:
 - a. Any obscene material or pornography;
 - b. Any lottery information;
 - c. Any material designed to promote the sale of commercial products or services.
 - d. Any material which constitutes libel, slander, invasion of privacy or publicity rights;
 - e. Any violation of trademark, or copyright, or which might violate any local, state, or federal law(s).
 - f. Any illegal or otherwise prohibited activity.
- 2. I acknowledge that the producer is responsible for obtaining, in writing, all necessary clearances and permissions from any and all organizations, individuals, and groups as may be needed to record and / or cablecast material on the Public, Educational, and Governmental Access Channels.
- 3. I agree to inform SudburyTV staff if programming I submit includes adult content.
- 4. I agree that I shall not represent myself or any other person involved in programming as SudburyTV staff, employee, or a member of the Board of Directors.
- 5. I agree to reimburse SudburyTV, for any cost to repair or replace equipment which I damage or return damaged, except for normal wear and tear.
- 6. I indemnify and hold harmless the Town of Sudbury, the cable provider(s), SudburyTV, its directors and employees, and their successors, from any liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes and / or violates any rights of any person(s) or organization(s).
- 7. I shall not use SudburyTV channels, equipment or facilities for any financial gain or other commercial purposes. I understand that programming produced with SudburyTV's equipment or facilities shall be for the benefit of the community.
- 8. I understand that violation of the terms of this agreement is grounds for forfeiture of the right to use SudburyTV equipment, facilities or channel time.

Name:	
Address	
City, State, Zip:	
Telephone Number: (H)	(C)
Email:	
Signature	Date:
If the community producer is under 18 years of age, a required: Parent / Guardian:	
Signature:	Email: